

Exhibit 1-H

Cybersecurity Assessment Services

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119



Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 001 to Contract Work Authorization No. 16452 dated 7/26/19 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 dated 1/17/17 (the "MSA") between the below-named Contractor ("Contractor"), Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: PRICEWATERHOUSECOOPERS LLP

This Change Order consists of 8 pages.

Contractor's Address: 300 Madison Avenue
New York, NY 10017

Project Name: Cybersecurity Organization Assessment Recommendations

Job Location: various

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

3. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

TIMELINE: Extension for 120 days, from January 13, 2020 - May 8, 2020

SCOPE: Change order modifies the original Scope of Work included in CWA #16452 to include additional activities Contractor will perform as of January 13, 2020, which will include providing ongoing consulting services to support PG&E in its enhancement of its Cybersecurity Organization's effectiveness as described in Attachment 1 hereto.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment No. 1: Change Order No. 001 Amended Scope of Work, Attachment No. 1-A: Resource Sheet

PRICING CHANGES:	Previous Total CWA Value:	\$980,162
	Addition or Deduction:	\$982,383
	Revised Total CWA Value:	\$1,962,545

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature	DocuSigned by: 	Signature	
Name	Rafael Soto-Amaro	Name	Matthew Wilson
Title	Portfolio Manager	Title	Principal
Date	1/27/2020	Date	January 27, 2020



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 CWA Change Order No. 001
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ADMINISTRATION			
PG&E Negotiator	Rita Manzana	Contractor Representative	
Phone		Phone	
Email:		Email:	
Accounting Reference	Invoices submitted pursuant to this CO should be billed to order number - 8190136		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	

Attachment 1

Change Order No. 001 AMENDED SCOPE OF WORK

Contractor will provide the following additional consulting services to assist PG&E with its cybersecurity organizational strategy:

1. Scope of Work

Working collaboratively with the PG&E Sr. Director of Cybersecurity and other PG&E executive designates (the “Leadership”), Contractor will continue to provide recommendations related to the effectiveness of PG&E’s cybersecurity organizational strategy, as PG&E refreshes its cybersecurity organization’s vision, mission and objectives, program charter, service plans and catalog. Contractor will assist Leadership by recommending processes to track and monitor PG&E’s progress in making changes to its organizational strategy. Specifically, Contractor will:

Phase 1

- Provide PG&E’s extended cybersecurity leadership team an understanding of the cybersecurity organizational recommendations that the Leadership decides to pursue for its feedback and discuss the results with Leadership.
- Leveraging the feedback from Leadership and the extended cybersecurity leadership team, assist PG&E in drafting the cybersecurity organizational strategy, including the vision and mission, objectives, operating practices, governance model, and guidance for the cybersecurity team and stakeholders.
- Meet with Leadership to identify organizational performance goals for FY20, and provide recommendations as Leadership establishes its goals and objectives.
- Meet with Leadership and the extended cybersecurity leadership team as designated by Leadership to identify near-term changes that are consistent with the strategy, and document a dashboard for tracking commitments from the extended leadership team.
- Provide recommendations and share generic examples/templates to assist the extended cybersecurity leadership team while it designs processes and procedures for its near-term changes.

Phase 2

- Facilitate the development of cybersecurity service plans through meetings with PG&E’s cybersecurity service owners (the “service owners”) as designated by Leadership. Contractor will provide recommendations to the service owners, based on Contractor’s

knowledge of industry leading practices, as the Service Owners create their service plans aligned to PG&E's cybersecurity organizational strategy. Service plans include service goals, technology and resource plans, measurements, process improvements, investment needs, and identifies key risks/issues/gaps.

- Provide recommendations and share generic example templates to assist Leadership to develop a cybersecurity organizational change dashboard for progress reporting.
- Meet periodically with the Service Owners to discuss service plans, identify issues/roadblocks, identify cross-service opportunities that are consistent with the cybersecurity organizational strategy, and provide advice and feedback from other workstreams.

Ongoing

- Facilitate discussions with Leadership, extended cybersecurity leadership team, Information Technology and PG&E Business Units to identify opportunities, roadblocks and make additional recommendations, as organizational change activities are implemented by PG&E.
- Assist Leadership in preparation of briefing materials for executive leadership, Board of Directors or other internal stakeholders, at Leadership request, on key organizational recommendations and PG&E initiatives to implement recommendations.
- Obtain and incorporate feedback from Leadership on Deliverable format and draft Deliverable content.
- Report status of ongoing activities to Leadership on a weekly basis.

2. Deliverables by Contractor

All Deliverables will be branded as PG&E's (and not Contractor) and will include:

- Monthly status report on PG&E's cybersecurity organizational change initiative including meetings conducted, summary of key recommendations, management actions, and where applicable, status of PG&E changes associated with the initiative.
- Cybersecurity organizational strategy document with security vision and mission, objectives.
- Cybersecurity organization guide document with organizational security operating practices and governance model.
- Cybersecurity service plan design (template).
- Recommendations for cybersecurity service plans (which will be developed by PG&E Management).
- Cybersecurity organizational strategy dashboard.
- Summary roadmap with PG&E's initiatives associated with the cybersecurity organizational changes.

We may prepare some Deliverables in conjunction with you that will be intended to be treated solely as PG&E's own, and will not be represented as having been prepared by Contractor.

3. Anticipated Timeframe

The timeline for delivery of services under this SOW is four (4) months from January 13, 2020 to May 12, 2020.

4. Project Staffing

Contractor resources assigned to this SOW are as follows:

Name	Role	Title/Title Equivalent
Matthew Wilson	Engagement Leader	Partner/Principal
Scott Gicking*	Cybersecurity SME	Partner/Principal
Jaimie Morsillo	Cybersecurity Senior Analyst	Manager
Lauren Adams	Cybersecurity Senior Analyst	Consultant
Malika Argawal	Cybersecurity Analyst	Consultant

*This individual will be staffed on premise at PG&E's site Monday through Thursday for the duration of the engagement, and will work a reasonable work week subject to Contractor's vacation and holiday policies.

5. Project Assumptions and Dependencies

The Services and delivery schedule for this project are based upon the assumptions, representations or information supplied by PG&E set forth below ("Assumptions"). In the event these assumptions materially change during the project, there may be an impact to the scope, schedule or duration of the Services that Contractor will request through a change order or amendment. Any change order, additional work, expense or cost shall not be authorized without the prior written approval of PG&E and Contractor. Contractor and PG&E understand that PG&E will be responsible for providing the following:

- Facilitator to streamline internal PG&E needs relating to project execution (i.e. access to data sources, LAN ID approval, PG&E computer access, etc.);
- Provide a working environment for up to three (3) Contractor personnel for use during onsite work. This includes, but is not limited to, building and facility access, office space, email access, and network connectivity to the PG&E network subject to PG&E security provisions.

6. Contractor Responsibilities

Contractor will perform the Services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. Accordingly, it will not provide an audit or attest opinion or other form of assurance, and will not verify or audit any information provided to it.

7. PG&E Responsibilities

PG&E is responsible for all management functions and decisions relating to acceptance of the Services, including evaluating and accepting the adequacy of the scope of the Services in addressing PG&E's needs. Specifically, PG&E is responsible for its Cybersecurity Organizational Strategy, Cybersecurity Services, including its scope and related initiatives. Contractor will assist management by providing advice in the form of recommendations based on Contractors understanding of leading practices and will support through project management only.

PG&E is also responsible for the results achieved from using the Services or Deliverables. PG&E will designate a competent member of its management to oversee the Services. It is PG&E's responsibility to establish and maintain its internal controls. PG&E will provide accurate and complete information and reasonable assistance, and the Contractor will perform the engagement on that basis.

8. Fees and Resourcing

Contractor's professional fee for the additional scope of work described above will not exceed \$869,366. We will also bill you for our reasonable out-of-pocket expenses, any applicable sales, use or value added tax, and our internal per ticket charges for booking travel, not to exceed 13% of professional fees. Total fees plus expense will not exceed \$982,383.

Fees for services will be invoiced on a monthly fixed fee basis in accordance with the following schedule:

Month	Fee
January	\$153,418
February	\$194,329
March	\$225,012
April	\$225,012
May	\$71,595
Total	\$869,366

Invoices are due per MSA terms.

Any additional work outside of the scope outlined within this SOW will be performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and Contractor.

End of Scope of
Work

Attachment 1-A: Resource Sheet**Resource Schedule and Project Budget**

Resource Schedule:		Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Resource Title/Name	Utilization	22	19	22	22	22	21	17	22	20	23	18	20	
Matt Wilson, Principal	20%	H	24	30	35	35	11							136
Scott Gicking, Sr Director (Principal)	75%	O	90	114	132	132	42							510
Jaimie Morsilla, Manager	82%	U	99	125	145	145	46							560
Lauren Adams, Consultant	100%	R	120	152	176	176	56							680
Malika Argawal, Consultant	94%	S	113	143	166	166	53							640
Project Total	100%		448	565	654	664	208							2,526
Full Time Equivalent (FTE)			2.79	3.55	4.09	4.09	1.30							
Project Budget:		Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Resource Title/Name	% of Cost	MSA Rate	Adj Rate	C										
Matt Wilson, Principal	5%	\$599.00	\$569.00	O	\$13,656	\$17,296	\$20,029	\$20,029	\$6,373					\$77,364
Scott Gicking, Sr Director (Principal)	20%	\$569.00	\$569.00	S	\$51,210	\$64,866	\$75,106	\$75,106	\$23,896					\$290,190
Jaimie Morsilla, Manager	22%	\$392.00	\$372.00	T	\$36,762	\$46,566	\$53,918	\$53,918	\$17,156					\$208,320
Lauren Adams, Consultant	27%	\$291.00	\$276.00	S	\$33,120	\$41,952	\$48,576	\$48,576	\$15,456					\$187,680
Malika Argawal, Consultant	25%	\$174.00	\$165.30		\$18,669	\$23,646	\$27,381	\$27,381	\$8,712					\$105,792
Total Hourly Fees					\$153,418	\$194,329	\$225,012	\$225,012	\$71,595					\$689,366
Expenses														\$113,091
Project Total														\$982,457.00